

April 24, 2001

WALTER D. JAMES III  
214.651.2100  
Direct Fax: 214.659.4064  
Walter.James@strasburger.com

Larry Johnson  
Senior Attorney  
United States Environmental Protection Agency, Region V  
77 W. Jackson Blvd.  
Chicago, IL 60604

**RE: Duggan Industries, Inc./NL/Taracorp Superfund Site, Granite City, IL**

Dear Mr. Johnson:

This letter is being written on behalf of Duggan Industries, Inc. ("Duggan"), who has been identified as considered a potentially responsible party with respect to the NL/Taracorp Superfund Site located in Granite City, Illinois ("Site"). The purpose of this letter is to request that you remove Duggan from the list of parties potentially responsible for the remediation of the Site.

As you may know, Duggan timely submitted its response to the General Notice Letter and Request for Information ("RFI"). In the RFI, Duggan stated that while although it had a business relationship with NL Industries, that relationship was limited to the NL Industries facilities located in Dallas and Laredo, Texas. It appears that Duggan's only connection to the NL Industries Granite City facility is the fact that certain purchase contracts originated at the NL Industries Granite City facility. However, those same purchase orders clearly demonstrate that the materials purchased by NL Industries, spent lead-acid batteries and shredded steel turnings, were shipped to either NL Industries' Dallas facility or the NL Industries' Laredo facility.<sup>1</sup> Duggan's practice at the time also supports that fact that no material was shipped to Granite City, Illinois as Duggan

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<sup>1</sup> As a matter of fact, Duggan was engaged in litigation with NL Industries regarding the remediation of its Dallas facility involving these same shipments, a lawsuit in which Johnson Controls (represented by Dennis Reis) was also involved. The lawsuit was styled *NL Industries, Inc. v. Allied-Signal, Inc., et al.*, Civil Action No. CA3-9-2623-R, In the United States District Court for the Northern District of Texas, Dallas Division.



Larry Johnson

April 24, 2001

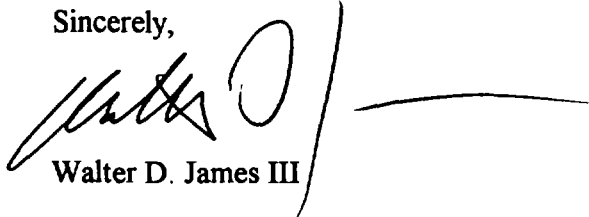
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always shipped to the closest facility due to the costs of shipping. I am enclosing copies of all of the documents that were originally submitted with Duggan's response to the RFI, all of which support Duggan's position that it is not a potentially responsible party at this Site. I am not aware of any documentation that shows otherwise. I trust that this information will allow you to delete Duggan from the United States Environmental Protection Agency's volumetric database.

Should you have any questions, please feel free to give me a call.

Sincerely,



Walter D. James III

cc: Dustin Ordway (w/encl.)  
Dennis P. Reis (w/encl.)



**NL INDUSTRIES, INC.**  
**TEXAS MINING AND SMELTING DIVISION**  
P. O. BOX 559  
LAREDO, TEXAS 78040

TO: Duggan Iron & Metals  
3901 S. Lamar  
Dallas, Texas 75215

PURCHASE ORDER NO. **30222**

Dec. 20, 1973

THIS PURCHASE ORDER, SUBJECT TO YOUR IMMEDIATE ACCEPTANCE OR AS ACCEPTANCE OF YOUR QUOTATION IF

NOTED HEREIN Mr. Leonard Jarvill 12-20-73

IS YOUR AUTHORITY TO DELIVER TO US THE MATERIALS LISTED BELOW SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

SHIP VIA MP

**TERMS**

PLACE PURCHASE ORDER NUMBER ON INVOICE  
PACKING LIST AND OUTSIDE ON PACKAGES.

ISSUE INVOICES AND DELIVERY SLIP IN TRIPLI-  
CATE.

MAIL BILL OF LADING WITH INVOICE AND ATTACH  
ORIGINAL PAID FREIGHT BILL IF FREIGHT IS PAID  
AND CHARGED.

NO CHARGES WILL BE ALLOWED FOR INSURANCE  
PACKING OR DRAYAGE UNLESS NOTED HEREIN.

BACK ORDERING OF ANY ITEM MUST BE CONFIRMED  
BY US.

ATTACH ORIGINAL BILL OF LADING TO INVOICE.

THIS ORDER IS SUBJECT TO THE PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11246 AS APPLICABLE

**QUANTITY**

**MATERIAL**

**PRICE**

Phoned 12-20-73 to Mr. Jarvill

1 carload

Steel Turnings - Shredded

\$40.00 ton FOB Dallas

*1. 7.74 - MP - 602 266 - 97560 #*

*Pay American 36.00 G.T.*

**NL INDUSTRIES, INC.**  
**TEXAS MINING AND SMELTING DIVISION**



**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION  
P. O. BOX 559  
LAREDO, TEXAS 78040

TO: **Duggan Iron & Metals**  
3901 S. Lamar  
Dallas, Texas 75215

PURCHASE ORDER NO. **30285**

Jan. 25, 1974

THIS PURCHASE ORDER, SUBJECT TO YOUR IMMEDIATE ACCEPTANCE OR AS ACCEPTANCE OF YOUR QUOTATION IF

NOTED HEREIN Mr. Jarvil

IS YOUR AUTHORITY TO DELIVER TO US THE MATERIALS LISTED BELOW SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

SHIP VIA MP

**TERMS**

PLACE PURCHASE ORDER NUMBER ON INVOICE  
PACKING LIST AND OUTSIDE ON PACKAGES.  
ISSUE INVOICES AND DELIVERY SLIP IN TRIPLE  
CATE. (1) Original (2) Copy (3) Triplicate  
MAIL BILL OF LADING WITH INVOICE AND ATTACH  
ORIGINAL PAID RECEIPT BILL OF FREIGHT PAID  
AND CHARGED

NO CHARGES WILL BE ALLOWED FOR INSURANCE  
PACKING OR PRAYAGE UNLESS NOTED HEREIN.  
BACK ORDERING OF ANY ITEM MUST BE CONFIRMED  
BY US.

ATTACH ORIGINAL BILL OF LADING TO INVOICE.

THIS ORDER IS SUBJECT TO THE PROVISIONS OF SECTION 302 OF EXECUTIVE ORDER 11846 AS APPLICABLE

**QUANTITY**

**MATERIAL**

**PRICE**

Phoned to Mr. Leonard Jarvil 1-25-74

1 carload only

Steel Turnings - Shredded

\$40.00 Net FOB Da1

Please acknowledge and advise shipping date

2-1- ATSF-66544-131020 #  
PAY AMER-36.00 GT

**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION

Claude A. Jones  
PURCHASING AGENT



**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION  
P. O. BOX 559  
LAREDO, TEXAS 78040

TO: Duggan Iron & Metals,  
3901 S. Lamar,  
Dallas, Texas 75215

PURCHASE ORDER NO. **30537**

April 26, 19 74

THIS PURCHASE ORDER, SUBJECT TO YOUR IMMEDIATE ACCEPTANCE OR AS ACCEPTANCE OF YOUR QUOTATION IF NOTED HEREIN

IS YOUR AUTHORITY TO DELIVER TO US THE MATERIALS LISTED BELOW SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

SHIP VIA MP

**TERMS**

PLACE PURCHASE ORDER NUMBER ON INVOICE  
PACKING LIST AND OUTSIDE ON PACKAGES.

ISSUE INVOICES AND DELIVERY SLIP IN TRIPLI-  
CATE.

MAIL BILL OF LADING WITH INVOICE AND ATTACH  
ORIGINAL PAID FREIGHT BILL IF FREIGHT IS PAID  
AND CHARGED.

NO CHARGES WILL BE ALLOWED FOR INSURANCE  
PACKING OR DRAYAGE UNLESS NOTED HEREIN.

BACK ORDERING OF ANY ITEM MUST BE CONFIRMED  
BY US.

ATTACH ORIGINAL BILL OF LADING TO INVOICE.

THIS ORDER IS SUBJECT TO THE PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11246 AS APPLICABLE

**QUANTITY**

**MATERIAL**

**PRICE**

Phoned 4-26-74 to Mr. Leonard Jarvil

50 tons

Steel Turnings, Shreaded.

5-10-AST-76588-124220#

40.00 NT  
PAY 34.00 GT

**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION

*Clarence McLean*  
Purchasing Agent

Steel Cont'd

Buyer: N. L. INDUSTRIES 2/1/73

Seller: D I & M CORP. 2/1/73

56.00 1/8/72 1/200 1/1/73

CLEAN BROKEN CAST @ 55.00 NT. D.I.M. 1/1/73

Bo. 1.064. 55.00 1/1/73

56.00 1/8/72 1/200 1/1/73

12-1-40980 #	44-36520 #	9-23-40320 #	12-3-39160 #	74.00 1/1/73
12-4-34240 #	4-6-37320 #	8-30-38380 #	12-4-39340 #	484.00 1/1/73
12-8-36120 #	4-9-32500 #	8-31-38440 #	12-7-37480 # *	124.00 1/1/74
12-8-32880 #	4-13-38640 #	9-4-35680 #	12-17-41640 #	119.00 1/1/74
12-14-38620 #	4-18-39680 #	9-6-38040 #	12-14-38780 #	149.00 1/1/74
12-15-35200 #	4-23-40800 #	9-7-37340 #	12-28-36060 #	
12-18-39000 #	4-30-37140 #	9-12-36440 #	12-31-40680 #	
12-29-39440 #	* 4-30-371	9-14-38340 #	1-4-74-39200 #	
1-3-73-39240 #	4-27-39840 #	9-14-37140 #	1-9-41700 #	4-2-40560 #
1-5-37820 #	5-3-39460 #	9-21-38700 #	1-11-40460 #	4-10-38580 #
1-9-38440 #	5-4-39240 #	9-24-17980 #	1-14-32640 #	4-12-38200 #
1-16-38700 #	5-7-37840 #	9-25-37340 #	1-16-38580 #	4-19-25820 #
1-19-37600 #	5-11-39420 #	10-1-44340 #	1-21-27980 #	4-22-37960 #
1-24-35560 #	6-1-37760 #	9-28-37360 #	1-22-38520 #	4-24-39840 #
1-26-39000 #	6-4-37740 #	10-8-38380 #	1-18-35740 #	4-29-40300 #
2-1-38900 #	6-6-37820 #	10-9-37940 #	1-24-37060 #	4-30-37520 #
2-2-38560 #	6-8-37560 #	10-11-37960 #	1-25-35680 #	5-3-38300 #
2-6-34840 #	6-15-38880 #	10-15-37940 #	1-29-36960 #	5-7-38700 #
2-9-31700 #	6-19-40800 #	10-18-38340 #	1-31-31580 #	5-13-38220 #
2-12-37760 #	7-2-34780 #	10-19-37620 #	1-30-37320 #	5-15-38600 #
2-15-35300 #	7-12-38260 #	10-24-38260 #	1-31-30000 #	5-17-36580 #
2-19-39800 #	7-13-39960 #	10-26-39780 #	2-26-40180 #	5-17-37360 #
2-22-38160 #	7-16-39140 #	10-30-38400 #	2-27-29980 #	5-30-37580 #
2-23-32760 #	7-19-38280 #	11-5-38420 #	3-1-39300 #	6-3-39600 #
2-26-22000 #	7-26-36760 #	11-2-39960 #	3-4-40540 #	6-7-40860 #
3-12-31440 #	7-27-38020 #	11-9-38420 #	3-11-38880 #	6-10-38100 #
3-14-40600 #	8-3-40820 #	11-14-39940 #	3-18-37760 #	6-12-30020 #
3-16-27450 #	8-6-26140 #	11-16-37700 #	3-15-37600 #	6-18-36400 #
3-22-39220 #	8-8-38260 #	11-19-38720 #	3-22-37020 #	6-21-36700 #
3-23-36800 #	8-16-38800 #	11-27-39360 #	3-27-24240 #	6-24-38340 #



**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION  
P. O. BOX 559  
LAREDO, TEXAS 78040

TO:

✓  
Duggan Iron & Metals  
3901 S. Lamar  
Dallas, Texas 75215

PURCHASE ORDER NO. **30764**

July 30, 19 74

THIS PURCHASE ORDER, SUBJECT TO YOUR IMMEDIATE ACCEPTANCE OR AS ACCEPTANCE OF YOUR QUOTATION IF NOTED HEREIN Mr. Leonard Jarvil  
IS YOUR AUTHORITY TO DELIVER TO US THE MATERIALS LISTED BELOW SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:  
SHIP VIA MP

**TERMS**

PLACE PURCHASE ORDER NUMBER ON INVOICE  
PACKING LIST AND OUTSIDE ON PACKAGES.

ISSUE INVOICES AND DELIVERY SLIP IN TRIPLICATE.

MAIL BILL OF LADING WITH INVOICE AND ATTACH  
ORIGINAL PAID FREIGHT BILL IF FREIGHT IS PAID  
AND CHARGED.

NO CHARGES WILL BE ALLOWED FOR INSURANCE  
PACKING OR DRAYAGE UNLESS NOTED HEREIN.

BACK ORDERING OF ANY ITEM MUST BE CONFIRMED  
BY US.

ATTACH ORIGINAL BILL OF LADING TO INVOICE.

THIS ORDER IS SUBJECT TO THE PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11246 AS APPLICABLE

**QUANTITY**

**MATERIAL**

**PRICE**

Phoned 7-26-74 to Mr. Jarvil

1 carload only

Shredded steel turnings

\$40.00 NT  
FOB Dallas

*Pay Amer 36.00 G.T.  
8-6-74 - 66618-124060*

**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION

*Claude M. F...*



**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION  
P. O. BOX 559  
LAREDO, TEXAS 78040

TO: Duggan Iron & Metals  
3901 S. Lamar,  
Dallas, Texas 75215

PURCHASE ORDER NO. **30982**

Oct. 16, 1974

THIS PURCHASE ORDER, SUBJECT TO YOUR IMMEDIATE ACCEPTANCE OR AS ACCEPTANCE OF YOUR QUOTATION IF  
NOTED HEREIN Leonard Jarvil

IS YOUR AUTHORITY TO DELIVER TO US THE MATERIALS LISTED BELOW SUBJECT TO THE FOLLOWING TERMS AND  
CONDITIONS:

SHIP VIA MP

**TERMS**

PLACE PURCHASE ORDER NUMBER ON INVOICE  
PACKING LIST AND OUTSIDE ON PACKAGES.

ISSUE INVOICES AND DELIVERY SLIP IN TRIPLI-  
CATE.

MAIL BILL OF LADING WITH INVOICE AND ATTACH  
ORIGINAL PAID FREIGHT BILL IF FREIGHT IS PAID  
AND CHARGED.

NO CHARGES WILL BE ALLOWED FOR INSURANCE  
PACKING OR DRATAGE UNLESS NOTED HEREIN.

BACK ORDERING OF ANY ITEM MUST BE CONFIRMED  
BY US.

ATTACH ORIGINAL BILL OF LADING TO INVOICE.

THIS ORDER IS SUBJECT TO THE PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11246 AS APPLICABLE

**QUANTITY**

**MATERIAL**

**PRICE**

Phoned 10-14-74 C. Notzon to L. Jarvil

1 carload only

Shredded Steel Turnings

\$40.00 NT

10-21-ATSF-75038-100540 #

WE PAY 36.00 G.T.

ORDERED CAR 10-14-74

**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION

Claude Notzon  
PURCHASING AGENT



\* SPECIAL CAST @ 94.00 10/5/76

# SALES CONTRACT 7-15-74

BUYER: N. L. INDUSTRIES ~~109.00 12/1/75~~ ~~89.00 1/1/76~~  
~~119.00 10/1/75~~ ~~99.00 3/16/76~~

SELLER: D FOM CORP. ~~139.00 4/16/75~~ 94.00 3/25/77  
~~144.00 1/1/75~~

CLIAN BROKEN CAST @ 159.00 N.T.

7-12-37920 #	11-26-36400 #	5-12-40500 #	10-24-41980 #	8-27-38120
7-15-40020 #	11-29-38840 #	5-16-41380 #	10-30-38140 #	
7-18-37980 #		5-21-41260 #	11-10-39480 #	9-3-39860
7-23-40460 #	12-4-38700 #	5-23-39360 #	1-5-36-38860 #	9-10-37460
7-23-37560 #	12-13-37280 #	5-23-37560 #	1-19-36500 #	9-24-37720
8-5-37640 #	1-6-75-37840 #	5-30-40320 #	1-20-37560 #	12-1-40280
8-9-37980 #	1-9-39860 #	5-30-36820 #	1-23-37300 #	10-8-38300
8-16-34840 #	1-13-39400 #	6-11-34080 #	1-23-37920	10-15-37800
8-19-36140 #	1-16-39900 #	6-16-37780 #	1-30-36640	10-22-38600
8-22-38420 #	1-20-39020 #	6-18-39500 #	1-30-37880	
8-23-39420 #	1-23-38160 #	6-20-36560 #	3-26-38320	10-29-40020
9-4-38840 #	1-24-38060 #	6-24-39660 #	4-2-38460	11-5-39580
9-6-38580 #	1-29-37180 #	7-17-37820	4-5-39160	11-12-39360
9-9-39600 #	2-18-39020 #	7-18-39080	4-16-39140	11-19-36700
9-11-24820 #	2-21-38260 #	7-28-37800	4-16-38900	11-26-39420
9-13-38800 #	2-25-37600 #	8-1-40860	4-29-38320	12-3-40100
9-20-34860 #	3-10-41040 #	8-4-30580	5-5-38840	12-10-40900
9-23-38400 #	3-11-38760 #	8-5-38580	5-12-39720	12-17-39240
9-27-37420 #	3-14-39440 #	8-8-34960	5-14-39520	1-18-77-37300
9-26-35420 #	3-19-38640 #	8-14-10000	5-20-37580	3-25-77-39100
10-2-37360 #	3-21-36440 #	8-19-39680	5-25-37820	4-1-37580
10-7-36640 #	3-25-42240 #	8-25-29440	5-28-38420	4-15-37380
10-11-39220 #	3-28-39920 #	9-2-39380	6-15-41140	4-22-36060
10-16-41320 #	3-28-38160 #	5-29-32420	6-21-39320	6-29-37740
10-21-40480 #	4-4-38960 #	9-5-40560	6-28-34800	5-13-35460
10-18-34140 #	4-11-38980 #	9-8-34160	7-2-39320	5-20-38580
10-29-39540 #	4-17-37860 #	9-17-38360	7-12-36860	5-27-34960
11-1-40100 #	4-18-40000 #	9-24-42100	7-20-38000	6-3-38180
11-8-38740 #	4-24-38560 #	10-6-38780	7-26-39820	6-10-35520
11-18-39880 #	4-28-35380 #	10-10-39960	7-30-38160	6-17-40000
11-15-38020 #	5-5-38500 #	10-14-38980	8-6-34220	6-24-41380
			10-12-36340	

**Purchase  
Contract****NL Metals**

Metal Division / NL Industries, Inc.

~~R.O. Box 2816 Houston, TX 77062~~

16th &amp; Cleveland Blvd.

Granite City, Ill. 62040

## SELLER:

Duggan Industries, Inc.  
3901 S. Lamar  
Dallas, Texas 75222

THIS CONTRACT NUMBER MUST  
APPEAR ON ALL INVOICES  
AND CORRESPONDENCE: D-749

DATE Nov. 17, 1977

Seller agrees to sell and ship, and NL Industries, Inc. agrees to purchase and receive the following product  
on the terms specified below.

QUANTITY    Approx. 20 Tons  
PRODUCT     Scrap Automotive Batteries  
PRICE        \$6.50 cwt.  
              FOB-our truck, your plant  
DELIVERY  
SCHEDULE    Week of 11-21-77

11-22-77-33880#

SHIPPING    1000 Sargent Road  
ADDRESS     Dallas, Texas 75222

PAYMENT    Net 30 Days from date of receipt

OTHER  
TERMS &    Confirmation: G. DuVall/L. Jarvill, 11-17-77  
CONDITIONS

ACCEPTED

By \_\_\_\_\_

Date: \_\_\_\_\_

NL INDUSTRIES, INC.

By Gene DuVall  
Gene DuVall

# Purchase Contract

# NL Metals

Metal Division / NL Industries, Inc.

PO BOX 3008 HIGHWAY 111 BOX 520

16th & Cleveland Blvd.  
Granite City, Ill. 62040

SELLER:

Duggan Industries, Inc.  
3901 S. Lamar  
Dallas, Texas 75222

THIS CONTRACT NUMBER MUST  
APPEAR ON ALL INVOICES

AND CORRESPONDENCE: D-900

DATE Dec. 9, 1977

Seller agrees to sell and ship, and NL Industries, Inc. agrees to purchase and receive the following product on the terms specified below.

QUANTITY Approx. 20 tons

PRODUCT Scrap Automotive Batteries

PRICE \$6.75 cwt.  
FOB-our truck, your plant

DELIVERY SCHEDULE Week of 12-12-77

SHIPPING ADDRESS 1000 Sargent Road  
Dallas, Texas 75222

PAYMENT Net 30 days from date of receipt.

OTHER TERMS & CONDITIONS Confirmation: G. DuVall/L. Jarvill, 12-09-77

ACCEPTED

By \_\_\_\_\_

Date: \_\_\_\_\_

NL INDUSTRIES, INC.

By Gene DuVall

Gene DuVall

# Purchase Contract

16th & Cleveland, City, IL  
**NL Metals** 62040

Metal Division/NL Industries, Inc.  
 1000 Sargent Road  
 Dallas, Texas 75222

Direct all invoices and correspondence to the above address

This contract number **MUST** appear on all invoices; B/L'S and correspondence.

Date	Delivery	F.O.B.	Terms	Contract No
10-78	week of 1-09-78	Our plant, Dallas	Net 30 days from date of receipt	01841 D-1038XXXXXX

Vendor

**Duggan Industries, Inc.**  
 3901 S. Lamar  
 Dallas, Texas 75222

Ship To

**N L Industries, Inc.**  
 1000 Sargent Road  
 Dallas, Texas 75222

Quantity	Material	Price
prox. 1 Tons	Scrap Automotive Batteries	\$7.00 cwt.

Remarks:

**Confirmation: G. DuVall/L. Jarvill, 1-10-78**

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOS, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted

NL Industries, Inc.

By

*Gene DuVall*

Gene DuVall

# NL 3: Mining and Metals

**Direct all invoices and correspondence to the above address**

Date	Delivery	F.O.B.	Terms	Contract No.
2/10/78	2/13/78	Our Plant, Dallas, Tx.	net 30 days from date of receipt	D-1207 02058

**Vendor**

NL Industries  
1000 Sargent Road  
Dallas, Texas 75222

Quantity	Material	Price
approx. 20 tons (1 T/L)	Scrap automotive batteries	\$7.00/cwt
	2/16/78-35400#	

Remarks:

Please call area code 214-949-3521. Contact Jerry Harkrider or Adam Simon to schedule unloading.

CONFIRMATION: to Len Jarvill by Gene DuVall on 2/10/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted

By

Date \_\_\_\_\_

**NL Industries, Inc.**

**B**

# Purchase Contract



Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

Direct all invoices and correspondence to the above address

This contract number MUST appear on all invoices, B/L'S and correspondence.

	Delivery	F.O.B.	Terms	Contract No
3/29/78	wk 4/17	Our Plant, Dallas, TX	Net 30 days from date of receipt.	D1440 00014

Ship To

Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

NL Industries  
1000 Sargent Road  
Dallas, TX 75222

Quantity	Material	Price
Approx. 20 tons (1 T/L)	Scrap automotive batteries	\$7.00/cwt

5-5-38240 #

marks:

CONFIRMATION: To Leonard Jarvil by Gene DuVall on 3/29/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

NL Industries, Inc.

By

*Gene DuVall*

# Purchase Contract

EDUCATION NL METALS

Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

Direct all invoices and correspondence to the above address

This contract number MUST appear on all invoices, B/L's and correspondence.

Date	Delivery	F.O.B.	Terms	Contract No
5/24/78	prompt	Our Plant, Dallas, Tx.	net 30 days from date of receipt	D-1646 100765

Ship To

V  
e  
n  
d  
o  
r

Duggan Industries, Inc.  
3901 Sor Lamar  
Dallas, Texas 75222

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Quantity	Material	Price
20 tons	Batteries  5/30/78 - 39660 #  Please call 214-948-3521 and contact Jerry Harkrider to schedule unloading.	\$6.00/cwt

Remarks: **CONFIRMATION: With Leonard Jarvill by Gene DuVall on 5/24/78.**

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted By \_\_\_\_\_  
Date \_\_\_\_\_

NL Industries, Inc.  
By *[Signature]* 5/24/78  
MI-784

urchase  
ontract

9.50  
**NL Metals**

Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

Direct all invoices and correspondence to the above address

This contract number **MUST** appear on all invoices, B/L'S and correspondence.

Date	Delivery	F.O.B.	Terms	Contract No
31/78	wk. 6/26/78	Our Plant, Dallas	net 30 days from date of receipt	D- 1658 <b>00858</b>

**SPECIAL HANDLING  
PROVIDED**

Ship To

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Quantity	Material	Price
0 tons 1 T/L)	Scrap automotive batteries  <i>7-12-40280#</i>	\$6.00/cwt
	Please call 214-948-3521 and contact Jerry Harkrider to schedule unloading.	

Remarks:

**CONFIRMATION: With Leonard Jarvill by Gene DuVal on 5/31/78.**

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOS, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

NL Industries, Inc.

By

*[Signature]* 6/1/78

ME-7846



# Purchase Contract

INVESTING AND  
**NL Metals**

Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

Direct all invoices and correspondence to the above address

This contract number **MUST** appear on all invoices, B/L'S and correspondence.

	Delivery	F.O.B.	Terms	Contract No
8/14/78	wk. 8/14	Our Plant, Dallas	net 30 days from date of receipt	D-2002 01018

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Quantity	Material	Price
approx. 20 tons (1 T/L)	Scrap automotive batteries  SPECIAL HANDLING PROVIDED  <i>8-18-56460</i>  Please call 214-948-3521 for delivery arrangements (Jerry Harkrider).	\$8.00/cwt

Remarks:

**CONFIRMATION: With Leonard Jarvill by Gene DuVall on 8/11/78.**

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT, ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Agreed

By

Date

NL Industries, Inc.

*[Signature]* 8/5/78

# Purchase Contract

INCORPORATED **NL** METALS

Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

Direct all invoices and correspondence to the above address

This contract number MUST appear on all invoices, B/L'S and correspondence.

Date	Delivery	F.O.B.	Terms	Contract No.
8/16/78	immediate	Dallas	net 30 days from date of receipt	D-2028 01108

Vendor

Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

Ship To

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Quantity	Material	Price
1 T/L (approx. 22 tons)	Scrap automotive batteries  SPECIAL HANDLING PROVIDED  <i>8/22/78-43380</i>	\$8.00/cwt

Remarks:

CONFIRMATION: With Leonard Jarvill by Gene DuVall on 8/16/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOS, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

By \_\_\_\_\_

Date \_\_\_\_\_

NL Industries, Inc.

By \_\_\_\_\_

*8/17/78*

# Purchase Contract

## NL Metals

Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

Direct all invoices and correspondence to the above address

This contract number **MUST** appear on all invoices, B/L'S and correspondence.

Date	Delivery	F.O.B.	Terms	Contract No
10/6/78	wk. 10/9/78	buyer's plant, Dallas	net 30 days from date of receipt	D-2480

Ship To

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Special Handling Provided

Quantity	Material	Price
approx. 40 tons (2 T/L)	Scrap automotive batteries  Please call 214-948-3521 and contact Jerry Harkrider to schedule unloading.  <b>CONTRACT NUMBER MUST APPEAR ON ALL PAPERWORK</b>	\$10.50/cwt  10/16/78-58480 10/9/78-57900

Remarks: **CONFIRMATION: With Leonard Jarvill by Gene DuVall on 10/6/78.**

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOS, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted \_\_\_\_\_  
By \_\_\_\_\_  
Date \_\_\_\_\_

NL Industries, Inc.

By *Joseph W. Farney*

# Purchase Contract

## NL Metals

Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

Direct all invoices and correspondence to the above address

This contract number MUST appear on all invoices, B/L'S and correspondence.

Date	Delivery	F.O.B.	Terms	Contract No
10/13/78	within 2 wks	buyer's plant, Dallas	net 30 days from date of receipt	D-2594

Ship To

Vendor

Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Quantity	Material	Price
approx. 20 tons (1 T/L)	Scrap automotive batteries  <u>SPECIAL HANDLING PROVIDED</u>	\$10.50/cwt
<p>11-2-78-57620</p> <p>CONTRACT NUMBER MUST APPEAR ON ALL PAPERWORK</p>		

Remarks:

CONFIRMATION: With Leonard Jarvill by Gene DuVall on 10/13/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOS, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted

NL Industries, Inc.

By

*Joseph W. Francis*

MT/646

# SALES CONTRACT 7-1-77

BUYER: NATL LEAD INDUSTRIES

SELLER: DUGGAN D NO.  
GUY: PAUL CAST @ 94.00 N.T.  
NO. 1 CAST @ 119.00 N.T.

~~92.00 N.T. 1/1/77 102.00 2/1/78~~  
~~102.00 6/1/78~~  
122.00 11/1/78

7-1-39340	7-28-40800
7-8-40640	8-4-40740
7-15-38940	8-11-41720
7-22-39500	8-18-41380
<del>8-5-39500</del>	8-25-41740
8-12-39040	9-1-39700
10-21-34660	9-8-39680
10-28-33990	9-15-38180
11-4-37480	9-22-39440
11-11-35560	9-29-39120
11-18-38700	10-6-37120
11-28-46720	11-3-38460
12-2-37820	11-10-35920
12-9-38820	11-17-42020
12-16-38500	11-24-34180
1-6-78-37860	12-1-36400
1-13-36440	
1-20-37520	
1-27-38800	
2-3-37560	
2-10-39720	
2-17-36460	
2-24-37280	
3-3-38000	
3-10-38420	
3-17-39780	
3-24-38300	
5-26-37900	
6-9-40280	
6-16-39680	



**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION  
P. O. BOX 559  
LAREDO, TEXAS 78040

TO: Duggan Iron & Metals  
3901 S. Lamar  
Dallas, Texas 75215

PURCHASE ORDER NO. **30285**

Jan. 25, 1974

THIS PURCHASE ORDER, SUBJECT TO YOUR IMMEDIATE ACCEPTANCE OR AS ACCEPTANCE OF YOUR QUOTATION IF

NOTED HEREIN Mr. Jarvil

IS YOUR AUTHORITY TO DELIVER TO US THE MATERIALS LISTED BELOW SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

SHIP VIA MP

**TERMS**

PLACE PURCHASE ORDER NUMBER ON INVOICE  
PACKING LIST AND OUTSIDE ON PACKAGES.

ISSUE INVOICES AND DELIVERY SLIP IN TRIPLI-  
CATE.

MAIL BILL OF LADING WITH INVOICE AND ATTACH  
ORIGINAL PAID FREIGHT BILL IF FREIGHT IS PAID,  
AND CHARGED.

NO CHARGES WILL BE ALLOWED FOR INSURANCE  
PACKING OR DRAYAGE UNLESS NOTED HEREIN.

BACK ORDERING OF ANY ITEM MUST BE CONFIRMED  
BY US.

ATTACH ORIGINAL BILL OF LADING TO INVOICE.

THIS ORDER IS SUBJECT TO THE PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11246 AS APPLICABLE

**QUANTITY**

**MATERIAL**

**PRICE**

1 carload only

Phoned to Mr. Leonard Jarvil 1-25-74

Steel Trunings - Shredded

\$40.00 Net FOB Dallas

Please acknowledge and advise shipping date

*2-1- ATSF-66541- 131020 #*  
*PAY AMER- 36.00 61*

**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION

DISCUSSING AGENT



**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION  
P. O. BOX 559  
LAREDO, TEXAS 78040

TO: Duggan Iron & Metals  
3901 S. Lamar  
Dallas, Texas 75215

PURCHASE ORDER NO. **30222**

Dec. 20, 1973

THIS PURCHASE ORDER, SUBJECT TO YOUR IMMEDIATE ACCEPTANCE OR AS ACCEPTANCE OF YOUR QUOTATION IF NOTED HEREIN Mr. Leonard Jarvill 12-20-73

IS YOUR AUTHORITY TO DELIVER TO US THE MATERIALS LISTED BELOW SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

SHIP VIA MP

**TERMS**

PLACE PURCHASE ORDER NUMBER ON INVOICE  
PACKING LIST AND OUTSIDE ON PACKAGES.

ISSUE INVOICES AND DELIVERY SLIP IN TRIPLI-  
CATE.

MAIL BILL OF LADING WITH INVOICE AND ATTACH  
ORIGINAL PAID FREIGHT BILL IF FREIGHT IS PAID  
AND CHARGED.

NO CHARGES WILL BE ALLOWED FOR INSURANCE  
PACKING OR DRAYAGE UNLESS NOTED HEREIN.

BACK ORDERING OF ANY ITEM MUST BE CONFIRMED  
BY US.

ATTACH ORIGINAL BILL OF LADING TO INVOICE.

THIS ORDER IS SUBJECT TO THE PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11246 AS APPLICABLE

**QUANTITY**

**MATERIAL**

**PRICE**

Phoned 12-20-73 to Mr. Jarvill

1 carload

Steel Turnings - Shredded

\$40.00 ton FOB Dallas

*1 7.74 - MP - 602 266 - 97560 #*

*Pay American Bank 6.7.*

**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION

PURCHASING AGENT



**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION  
P. O. BOX 559  
LAREDO, TEXAS 78040

TO: Duggan Iron & Metals,  
3901 S. Lamar,  
Dallas, Texas 75215

PURCHASE ORDER NO. **30537**

April 26, 19 74

THIS PURCHASE ORDER, SUBJECT TO YOUR IMMEDIATE ACCEPTANCE OR AS ACCEPTANCE OF YOUR QUOTATION IF NOTED HEREIN

IS YOUR AUTHORITY TO DELIVER TO US THE MATERIALS LISTED BELOW SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

SHIP VIA MP

**TERMS**

PLACE PURCHASE ORDER NUMBER ON INVOICE  
PACKING LIST AND OUTSIDE ON PACKAGES.

ISSUE INVOICES AND DELIVERY SLIP IN TRIPLI-  
CATE.

MAIL BILL OF LADING WITH INVOICE AND ATTACH  
ORIGINAL PAID FREIGHT BILL IF FREIGHT IS PAID  
AND CHARGED.

NO CHARGES WILL BE ALLOWED FOR INSURANCE  
PACKING OR DRAYAGE UNLESS NOTED HEREIN.

BACK ORDERING OF ANY ITEM MUST BE CONFIRMED  
BY US.

ATTACH ORIGINAL BILL OF LADING TO INVOICE.

THIS ORDER IS SUBJECT TO THE PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11248 AS APPLICABLE

**QUANTITY**

**MATERIAL**

**PRICE**

Phoned 4-26-74 to Mr. Leonard Jarvil

50 tons

Steel Turnings, Shreaded.

5-10-AST-76588-124220#

40.00 NT  
PAY 34.00 GT

**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION

PURCHASING AGENT



# SALES CONTRACT 12/1/73

BUYER: N. L. INDUSTRIES 2/1/73.

SELLER: D I & M CORP. 2/1/73

CLEAN BROKEN CAST @ 53.00 NT. DIVERSED 12

Bo. 1.064. 55.10 12/1/73

Spec. Broken 14.00 62.00 \* 65.00 8/1/73

12-1-40980 #	44-36520 #	8-23-40320 #	12-3-39160 #	<del>74.00 4/1/73</del>
12-4-34240 #	4-6-37320 #	8-30-38380 #	12-4-39340 #	<del>78.00 4/1/73</del>
12-8-36120 #	4-9-32500 #	8-31-38440 #	12-7-37480 # *	<del>104.00 4/1/74</del>
12-8-32880 #	4-13-38640 #	9-4-35680 #	12-17-41640 #	<del>119.00 3/1/74</del>
12-14-38620 #	4-18-39680 #	9-6-38040 #	12-14-38780 #	149.00 4/1/74
12-15-35200 #	4-23-40800 #	9-7-37340 #	12-28-36060 #	
12-18-39000 #	4-30-37140 # *	9-12-36440 #	12-31-40680 #	
12-29-39440 #	<del>4-30-37140 #</del>	9-14-38340 #	1-4-74-39200 #	
1-3-73-39240 #	4-27-39840 #	9-14-37140 #	1-9-41700 #	4-2-40560 #
1-5-37820 #	5-3-39460 #	9-21-38700 #	1-11-40460 #	4-10-38580 #
1-9-38440 #	5-4-39240 #	9-24-17980 #	1-14-32640 #	4-12-38200 #
1-16-38700 #	5-7-37840 #	9-25-39340 #	1-16-38580 #	4-19-25820 #
1-19-37600 #	5-11-39420 #	10-1-44340 #	1-21-27980 #	4-22-37960 #
1-24-35560 #	6-1-37760 #	9-28-37360 #	1-22-38520 #	4-24-39840 #
1-26-39000 #	6-4-37740 #	10-8-38380 #	1-18-35740 #	4-29-40300 #
2-1-38400 #	6-6-37820 #	10-9-37940 #	1-24-37060 #	4-30-37520 #
2-2-38560 #	6-8-37560 #	10-11-37960 #	1-25-35680 #	5-3-38300 #
2-6-34840 #	6-15-38880 #	10-15-37940 #	1-29-36960 #	5-7-38700 #
2-9-31700 #	6-19-40800 #	10-18-38340 #	1-31-31580 #	5-13-38220 #
2-12-37760 #	7-2-34780 #	10-19-37620 #	1-30-37320 #	5-15-38600 #
2-15-35300 #	7-12-38260 #	10-24-38260 #	1-31-30000 #	5-17-36580 #
2-19-39800 #	7-13-39960 #	10-26-39780 #	2-26-40180 #	5-17-37360 #
2-22-38160 #	7-16-39140 #	10-30-38400 #	2-27-29980 #	5-30-37580 #
2-23-32760 #	7-19-38280 #	11-5-38420 #	3-1-39300 #	6-3-39600 #
2-26-22020 #	7-26-36760 #	11-2-39960 #	3-4-40540 #	6-7-40860 #
3-12-31440 #	7-27-38020 #	11-9-38420 #	3-11-38880 #	6-10-38100 #
3-14-40600 #	8-3-40820 #	11-14-39940 #	3-18-37760 #	6-12-30020 #
3-16-27480 #	8-6-26140 #	11-16-37700 #	3-15-37600 #	6-18-36400 #
3-22-39220 #	8-8-38260 #	11-19-38720 #	3-22-37020 #	6-21-36700 #
3-23-36500 #	8-16-38800 #	11-27-39360 #	3-27-24240 #	6-24-38340 #
3-27-12000 #	8-19-39140 #	11-30-34240 #	12-28-38200 #	6-28-37600 #



**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION  
P. O. BOX 559  
LAREDO, TEXAS 78040

TO:

Duggan Iron & Metals  
3901 S. Lamar  
Dallas, Texas 75215

PURCHASE ORDER NO. **30764**

July 30, 19 74

THIS PURCHASE ORDER, SUBJECT TO YOUR IMMEDIATE ACCEPTANCE OR AS ACCEPTANCE OF YOUR QUOTATION IF

NOTED HEREIN Mr. Leonard Jarvil

IS YOUR AUTHORITY TO DELIVER TO US THE MATERIALS LISTED BELOW SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

SHIP VIA MP

**TERMS**

PLACE PURCHASE ORDER NUMBER ON INVOICE  
PACKING LIST AND OUTSIDE ON PACKAGES.

ISSUE INVOICES AND DELIVERY SLIP IN TRIPLI-  
CATE.

MAIL BILL OF LADING WITH INVOICE AND ATTACH  
ORIGINAL PAID FREIGHT BILL IF FREIGHT IS PAID  
AND CHARGED.

NO CHARGES WILL BE ALLOWED FOR INSURANCE  
PACKING OR DRAYAGE UNLESS NOTED HEREIN.

BACK ORDERING OF ANY ITEM MUST BE CONFIRMED  
BY US.

ATTACH ORIGINAL BILL OF LADING TO INVOICE.

THIS ORDER IS SUBJECT TO THE PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11246 AS APPLICABLE

**QUANTITY**

**MATERIAL**

**PRICE**

Phoned 7-26-74 to Mr. Jarvil

1 carload only

Shredded steel turnings

\$40.00 NT  
FOB Dallas

*PAY Amer 36.00 G.T.  
Q-b-ATST-66618-124060*

**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION

*W. J. J.*  
PURCHASING AGENT



**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION  
P. O. BOX 559  
LAREDO, TEXAS 78040

TO: Duggan Iron & Metals  
3901 S. Lamar,  
Dallas, Texas 75215

PURCHASE ORDER NO. **30982**

Oct. 16, 1974

THIS PURCHASE ORDER, SUBJECT TO YOUR IMMEDIATE ACCEPTANCE OR AS ACCEPTANCE OF YOUR QUOTATION IF  
NOTED HEREIN Leonard Jarvil

IS YOUR AUTHORITY TO DELIVER TO US THE MATERIALS LISTED BELOW SUBJECT TO THE FOLLOWING TERMS AND  
CONDITIONS:

SHIP VIA MP

**TERMS**

PLACE PURCHASE ORDER NUMBER ON INVOICE  
PACKING LIST AND OUTSIDE ON PACKAGES.

ISSUE INVOICES AND DELIVERY SLIP IN TRIPLI-  
CATE.

MAIL BILL OF LADING WITH INVOICE AND ATTACH  
ORIGINAL PAID FREIGHT BILL IF FREIGHT IS PAID  
AND CHARGED.

NO CHARGES WILL BE ALLOWED FOR INSURANCE  
PACKING OR DRAYAGE UNLESS NOTED HEREIN.

BACK ORDERING OF ANY ITEM MUST BE CONFIRMED  
BY US.

ATTACH ORIGINAL BILL OF LADING TO INVOICE.

THIS ORDER IS SUBJECT TO THE PROVISIONS OF SECTION 202 OF EXECUTIVE ORDER 11246 AS APPLICABLE

**QUANTITY**

**MATERIAL**

**PRICE**

Phoned 10-14-74 C. Notzon to L. Jarvil

1 carload only

Shredded Steel Turnings

\$40.00 MT

*10-21-ATF-75038-100540 #*

*WE 1/24/36.00 MT*

*Shredded Steel 10-14-74*

**NL INDUSTRIES, INC.**  
TEXAS MINING AND SMELTING DIVISION

*Claude Notzon*  
PURCHASING AGENT

\* SPECIAL CAST @ 94.00 10/5/76

# SALES CONTRACT

7-15-74

BUYER: N. L. INDUSTRIES

SELLER: D F M CORP.

109.00 12/11/75  
112.00 10/15/75  
109.00 6/16/75  
144.00 1/18/75  
84.00 1/1/76  
99.00 3/26/76  
94.00 3/25/77

CLEAN BROKEN CAST @ 159.00 N.T.

7-12-37920 #	11-26-36400 #	5-12-40500 #	10-24-41980 #	8-27-38120
7-15-40020 #	11-29-38840 #	5-16-41380 #	10-30-38740 #	
7-18-37980 #		5-21-41260 #	11-10-39480 #	9-3-39860
7-23-40460 #	12-9-38700 #	5-23-39360 #	1-5-16-38860 #	9-10-37460
7-23-37560 #	12-13-37280 #	5-23-37560 #	1-19-36500 #	9-24-37720
8-5-37640 #	1-6-75-37840 #	5-30-40320 #	1-20-37560 #	12-1-40280
8-9-37980 #	1-9-39860 #	5-30-36820 #	1-23-37300 #	10-8-35300
8-16-34840 #	1-13-39400 #	6-11-34080 #	1-23-37720	10-15-37800
8-19-36140 #	1-16-39900 #	6-16-37780 #	1-30-36640	10-22-38600
8-22-38420 #	1-20-39020 #	6-18-39500 #	1-30-37880	
8-23-39420 #	1-23-38160 #	6-20-36560 #	3-76-38320	10-29-40020
9-4-38840 #	1-24-38060 #	6-24-39660 #	4-2-38460	11-5-39580
9-6-38580 #	1-29-37180 #	7-17-37820	4-5-39160	11-12-39360
9-9-39600 #	2-18-39020 #	7-18-39080	4-16-39140	11-19-36700
9-11-24820 #	2-21-38260 #	7-28-37800	4-16-38900	11-26-39420
9-13-38800 #	2-25-37600 #	8-1-40860	4-28-38320	12-3-40100
9-20-34860 #	3-10-41040 #	8-4-30580	5-5-38840	12-10-40900
9-23-38400 #	3-11-38760 #	8-5-38880	5-12-39720	12-17-39240
9-27-37420 #	3-14-39440 #	8-8-34960	5-14-39520	1-18-77-37300
9-26-35420 #	3-19-38640 #	8-14-40000	5-20-37580	3-25-77-39100
10-3-37360 #	3-24-36440 #	8-19-39680	5-25-37820	4-1-37580
10-7-36640 #	3-25-42240 #	8-25-29440	5-28-38420	4-15-37380
10-11-39220 #	3-28-39920 #	9-2-39380	6-15-41140	4-22-36060
10-16-41320 #	3-28-38160 #	9-29-32420	6-21-39320	4-29-37740
10-21-40480 #	4-4-38960 #	9-5-40560	6-28-34800	5-13-35460
10-18-34140 #	4-11-38980 #	9-8-34160	7-2-39320	5-20-38580
10-29-39540 #	4-17-37860 #	9-17-38360	7-12-36860	5-27-34960
11-1-40100 #	4-18-40000 #	9-24-42000	7-20-38000	6-3-38180
11-8-38740 #	4-24-38560 #	10-6-38780	7-26-39820	6-10-35520
11-18-39880 #	4-28-35380 #	10-10-39960	7-30-38160	6-17-40000
11-15-38020 #	5-5-38500 #	10-14-38980	8-6-34220	6-24-41380
	5-8-35260 #	10-11-38160	8-13-36340	

# Purchase Contract

# NL Metals

Metal Division / NL Industries, Inc.

~~P.O. Box 2818 Houston, Texas 77002~~  
16th & Cleveland Blvd.  
Granite City, Ill. 62040

SELLER:

Duggan Industries, Inc.  
3901 S. Lamar  
Dallas, Texas 75222

THIS CONTRACT NUMBER MUST  
APPEAR ON ALL INVOICES  
AND CORRESPONDENCE: D-749

DATE Nov. 17, 1977

Seller agrees to sell and ship, and NL Industries, Inc. agrees to purchase and receive the following product on the terms specified below.

QUANTITY    Approx. 20 Tons  
PRODUCT     Scrap Automotive Batteries

PRICE       \$6.50 cwt.  
              FOB-our truck, your plant

DELIVERY  
SCHEDULE    Week of 11-21-77

SHIPPING  
ADDRESS     1000 Sargent Road  
              Dallas, Texas 75222

PAYMENT     Net 30 Days from date of receipt

OTHER  
TERMS &     Confirmation: G. DuVall/L. Jarvill, 11-17-77  
CONDITIONS

ACCEPTED

By \_\_\_\_\_

Date: \_\_\_\_\_

NL INDUSTRIES, INC.

By

*Gene DuVall*  
Gene DuVall

# DUGGAN IRON & METAL CORP.

No. 18621

Phone 214/428-8338

3901 South Lamar  
Dallas, Texas 75215

Sold to F. L. Industries

Box 5449

Dallas, Texas

Ship to

Date 11-22-77

C.O.D.

Charge

Terms NET

O.T. No. 5672

QUANTITY	ITEM	UNIT	DISCOUNT	TOTAL
33880	Batteries	6.50		\$2202.20
<p>FOR OUR PART BY F. L. Industries</p> <p>G 02080</p> <p>T 10200</p> <p>N 12800</p>				
				2/99.60
				11/20/77

WEIGHED ON FAIRBANKS PRINTOMATIC  
DUGGAN IRON & METAL  
3907 SOUTH LAMAR  
DALLAS, TEXAS 75215  
428-8338

17246

Number 984 Date 11-22-77

Customer's Name F. L. Industries

Address \_\_\_\_\_

Commodity Batteries

Remarks 33880

lbs. Gross \_\_\_\_\_

lbs. Tare \_\_\_\_\_

Driver \_\_\_\_\_ On ☐ Off ☒

lbs. Net @ 33880 Per lb. Price \_\_\_\_\_

Shipper Duggan Industries

**VENDOR'S COPY**

# Purchase Contract

# NL Metals

Metal Division / NL Industries, Inc.

~~BOX 3808, HIGHTOWN, NJ 08520~~

16th & Cleveland Blvd.  
Granite City, Ill. 62040

SELLER:  
Duggan Industries, Inc.  
3901 S. Lamar  
Dallas, Texas 75222

THIS CONTRACT NUMBER MUST  
APPEAR ON ALL INVOICES  
AND CORRESPONDENCE: D-900

DATE Dec. 9, 1977

Seller agrees to sell and ship, and NL Industries, Inc. agrees to purchase and receive the following product on the terms specified below.

QUANTITY Approx. 20 tons

PRODUCT Scrap Automotive Batteries

PRICE \$6.75 cwt.  
FOB-our truck, your plant

DELIVERY SCHEDULE Week of 12-12-77

SHIPPING ADDRESS 1000 Sargent Road  
Dallas, Texas 75222

PAYMENT Net 30 days from date of receipt.

OTHER TERMS & CONDITIONS Confirmation: G. DuVall/L. Jarvill, 12-09-77

ACCEPTED

By \_\_\_\_\_

Date: \_\_\_\_\_

NL INDUSTRIES, INC.

By

Gene DuVall



# Purchase Contract



Granite City, IL  
Metals 62040

NL Division, NL Industries, Inc.  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~

Direct all invoices and correspondence to the above address

This contract number MUST appear on all invoices, B/L'S and correspondence.

Date	Delivery	F.O.B.	Terms	Contract No
10--78	week of 1-09-78	Our plant, Dallas	Net 30 days from date of receipt	01841 D-1038 <del>XXXXXX</del>

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Duggan Industries, Inc.  
3901 S. Lamar  
Dallas, Texas 75222

Ship To

N L Industries, Inc.  
1000 Sargent Road  
Dallas, Texas 75222

Quantity	Material	Price	
prox. 10 Tons	Scrap Automotive Batteries	\$7.00 cwt.	

Remarks:

Confirmation: G. DuVall/L. Jarvill, 1-10-78

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

NL Industries, Inc.  
By   
Gene DuVall

# Purchase Contract

# NL Metals

Metals Division, NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

This contract number MUST appear on all invoices, B/L'S and correspondence.

Direct all invoices and correspondence to the above address

Date	Delivery	F.O.B.	Terms	Contract No
2/10/78	2/13/78	Our Plant, Dallas, Tx.	net 30 days from date of receipt	D-1207 02058 <del>02058</del>

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

Ship To

NL Industries  
1000 Sargent Road  
Dallas, Texas 75222

Quantity	Material	Price	
approx. 20 tons (1 T/L)	Scrap automotive batteries  <i>2/16/78 - 35400 #</i>	\$7.00/cwt	

Remarks:

Please call area code 214-949-3521. Contact Jerry Harkrider or Adam Simon to schedule unloading.

CONFIRMATION: to Len Jarvill by Gene DuVall on 2/10/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

NL Industries, Inc.

By

*Glen K. Krause*

# Purchase Contract

# NL Metals

Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

This contract number MUST appear on all invoices, B/L'S and correspondence.

Direct all invoices and correspondence to the above address

	Delivery	F.O.B.	Terms	Contract No
3/29/78	wk 4/17	Our Plant, Dallas, TX	Net 30 days from date of receipt.	D1440 80014

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

NL Industries  
1000 Sargent Road  
Dallas, TX 75222

Quantity	Material	Price
approx. 20 tons (1 T/L)	Scrap automotive batteries  5-5-38240 #	\$7.00/cwt

Remarks:

**CONFIRMATION:** To Leonard Jarvil by Gene DuVall on 3/29/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted \_\_\_\_\_  
By \_\_\_\_\_  
Date \_\_\_\_\_

NL Industries, Inc.  
By Herbert Krause

# Purchase Contract

# NL Metals

Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

This contract number MUST appear on all invoices, B/L'S and correspondence.

Direct all invoices and correspondence to the above address

Date	Delivery	F.O.B.	Terms	Contract No
5/24/78	prompt	Our Plant, Dallas, Tx.	net 30 days from date of receipt	D- 1646 00765

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

Ship To

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Quantity	Material	Price
20 tons	Batteries  5/30/78 - 39660 #  Please call 214-948-3521 and contact Jerry Harkrider to schedule unloading.	\$6.00/cwt

Remarks:

CONFIRMATION: With Leonard Jarvill by Gene DuVall on 5/24/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

NL Industries, Inc.

By  5/24/78

MI-76

# Purchase Contract



Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

This contract number MUST appear on all invoices, B/L'S and correspondence.

Direct all invoices and correspondence to the above address

	Delivery	F.O.B.	Terms	Contract No
8/14/78	wk. 8/14	Our Plant, Dallas	net 30 days from date of receipt	D-2002 <del>91016</del>

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Quantity	Material	Price
✓ approx. 20 tons (1 T/L)	Scrap automotive batteries  SPECIAL HANDLING PROVIDED  <i>8-18-56460</i>  Please call 214-948-3521 for delivery arrangements (Jerry Harkrider).	\$8.00/cwt

Remarks:

CONFIRMATION: With Leonard Jarvill by Gene DuVall on 8/11/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Approved \_\_\_\_\_  
By \_\_\_\_\_  
Date \_\_\_\_\_

NL Industries, Inc.  
*[Signature]* 8/15/78

# Purchase Contract

9.50

**NL Metals**

Metal Division, NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

This contract number **MUST** appear on all invoices, B/L'S and correspondence.

Direct all invoices and correspondence to the above address

Date	Delivery	F.O.B.	Terms	Contract No
/31/78	wk. 6/26/78	Our Plant, Dallas	net 30 days from date of receipt	D- 1658 <b>00858</b>

**SPECIAL HANDLING  
PROVIDED**

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Quantity	Material	Price
20 tons (1 T/L)	Scrap automotive batteries  <i>7-12-40280#</i>  Please call 214-948-3521 and contact Jerry Harkrider to schedule unloading.	\$6.00/cwt

Remarks:

**CONFIRMATION: With Leonard Jarvill by Gene DuVall on 5/31/78.**

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

NL Industries, Inc.

By *[Signature]* 6/1/78

# Purchase Contract



Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

This contract number MUST appear on all invoices, B/L'S and correspondence.

Direct all invoices and correspondence to the above address

Date	Delivery	F.O.B.	Terms	Contract No
8/16/78	immediate	Dallas	net 30 days from date of receipt	D-2028 01108

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Quantity	Material	Price
1 T/L (approx. 22 tons)	Scrap automotive batteries  SPECIAL HANDLING PROVIDED  <i>8/22/18-43380</i>	\$8.00/cwt

Remarks:

CONFIRMATION: With Leonard Jarvill by Gene DuVall on 8/16/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

A-4 1801  
By \_\_\_\_\_  
Date \_\_\_\_\_

NL Industries, Inc.  
*[Signature]* 8/17/78  
By \_\_\_\_\_

# Purchase Contract



Metal Division/NL Industries, Inc.  
P.O. Box 3818  
Hightstown, N.J. 08520

This contract number MUST appear on all invoices, B/L'S and correspondence.

Direct all invoices and correspondence to the above address

Date	Delivery	F.O.B.	Terms	Contract No
10/6/78	wk. 10/9/78	buyer's plant, Dallas	net 30 days from date of receipt	D-2480

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

Ship To

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Special Handling Provided

Quantity	Material	Price
approx. 40 tons (2 T/L)	Scrap automotive batteries  Please call 214-948-3521 and contact Jerry Harkrider to schedule unloading.  CONTRACT NUMBER MUST APPEAR ON ALL PAPERWORK.	\$10.50/cwt  10/16/78-58480 10/19/78-57900

Remarks:

CONFIRMATION: With Leonard Jarvill by Gene DuVall on 10/6/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

NL Industries, Inc.

By



# Purchase Contract



Metal Division/NL Industries, Inc.  
P.O. Box 3618  
Hightstown, N.J. 08520

This contract number MUST appear on all invoices, B/L'S and correspondence.

Direct all invoices and correspondence to the above address

Date	Delivery	F.O.B.	Terms	Contract No
10/15/78	within 2 wks	buyer's plant, Dallas	net 30 days from date of receipt	D-2594

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Duggan Industries, Inc.  
3901 So. Lamar  
Dallas, Texas 75222

NL Industries, Inc.  
1000 Sargent Road  
Dallas, Texas

Quantity	Material	Price
approx. 20 tons (1 T/L)	Scrap automotive batteries  <u>SPECIAL HANDLING PROVIDED</u>          CONTRACT NUMBER MUST APPEAR ON ALL PAPERWORK.	\$10.50/cwt

11-2-78-57620

Remarks:

CONFIRMATION: With Leonard Jarvill by Gene DuVall on 10/13/78.

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY. IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

NL Industries, Inc.

By

# SALES CONTRACT 7-1-77

BUYER: NATL LEAD INDUSTRIES

SELLER: DUGGAN AND.

GENL. PRV. CAST @ 94.00 N.T. ~~92.00 7/1/77~~ ~~102.00 7/1/78~~  
NO. 1 CAST @ 119.00 N.T. ~~102.00 6/1/78~~ ~~122.00 11/1/78~~

7-1-39340	7-28-40800
7-8-40640	8-4-40740
7-15-38940	8-11-41720
7-22-39500	8-18-41380
<del>7-29-39500</del>	8-25-41740
8-12-37040	9-1-39700
10-21-34660	9-8-39680
10-28-33980	9-15-38180
11-4-31480	9-22-39440
11-11-35560	9-29-39120
11-18-38700	10-6-37120
11-28-46720	11-3-38460
12-2-37820	11-10-35920
12-9-38820	11-17-42020
12-16-38500	11-24-34180
1-6-78-37860	12-1-36400
1-13-36440	
1-20-37520	
1-27-38800	
2-3-37560	
2-10-39720	
2-17-36460	
2-24-37280	
3-3-38000	
3-10-38420	
3-17-39780	
3-24-38300	
5-26-37900	
6-9-40280	
6-16-39680	
6-23-40700	

# Contract

Specials

RD Box 8818 Houston, TX 77068  
16th & Cleveland Blvd.  
Granite City, Ill. 62040

SELLER:

Duggan Industries, Inc.  
3901 S. Lamar  
Dallas, Texas 75222

THIS CONTRACT NUMBER MUST  
APPEAR ON ALL INVOICES  
AND CORRESPONDENCE: D-749

DATE Nov. 17, 1977

Seller agrees to sell and ship, and NL Industries, Inc. agrees to purchase and receive the following product on the terms specified below.

QUANTITY Approx. 20 Tons  
PRODUCT Scrap Automotive Batteries

PRICE • \$6.50 cwt.  
FOB-our truck, your plant

DELIVERY SCHEDULE Week of 11-21-77

SHIPPING ADDRESS 1000 Sargent Road  
Dallas, Texas 75222

PAYMENT Net 30 Days from date of receipt

OTHER TERMS & CONDITIONS Confirmation: G. DuVall/L. Jarvill, 11-17-77

ACCEPTED

By \_\_\_\_\_

Date: \_\_\_\_\_

NL INDUSTRIES, INC.

By Gene DuVall  
Gene DuVall

# DUGGAN IRON & METAL CORP.

Phone 214/428-8338  
3901 South Lamar  
Dallas, Texas 75215

Sold to H. L. Industries  
Box 5449  
Dallas, Texas

Date 11-22-77

C.O.D.

Charge

Terms NET

D.T. No. 5672

QUANTITY	ITEM	LIST	DISCOUNT	TOTAL
33880	Batteries	6.50		\$2202.20
FOR our Yard by H. L. Industries G 62080 T 28200 N 33880				
<i>Short</i> <i>2/99.60</i> <i>12/20/77</i>				

WEIGHED ON FAIRBANKS PRINTOMATIC  
DUGGAN IRON & METAL  
3907 SOUTH LAMAR  
DALLAS, TEXAS 75215  
428-8338

17246

Number 984 Date 11-22-77

Customer's Name H. L. Industries

Address

Commodity Batteries

Remarks

lbs. Gross

lbs. Tare

Driver

On ☐

Off ☒

lbs. Net @

Per lb. Price

Shipper

Weighter

Duggan Industries

R. L. Clouser



# Contract

**NL Metals**

Metals Division / NL Industries, Inc.  
PO BOX 901016, HOUSTON, TX 77290

16th & Cleveland Blvd.  
Granite City, Ill. 62040

SELLER:  
Duggan Industries, Inc.  
3901 S. Lamar  
Dallas, Texas 75222

THIS CONTRACT NUMBER MUST  
APPEAR ON ALL INVOICES  
AND CORRESPONDENCE: D-900

DATE Dec. 9, 1977

Seller agrees to sell and ship, and NL Industries, Inc. agrees to purchase and receive the following product on the terms specified below.

QUANTITY Approx. 20 tons

PRODUCT Scrap Automotive Batteries

PRICE • \$6.75 cwt.  
FOB-our truck, your plant

DELIVERY SCHEDULE Week of 12-12-77

SHIPPING ADDRESS 1000 Sargent Road  
Dallas, Texas 75222

PAYMENT Net 30 days from date of receipt.

OTHER TERMS & CONDITIONS Confirmation: G. DuVall/L. Jarvill, 12-09-77

ACCEPTED

By \_\_\_\_\_

Date: \_\_\_\_\_

NL INDUSTRIES, INC.

By

Gene DuVall

# Purchase Contract

**NL** Granite City, Inc.  
**Metals** 62040

~~XXXXXX~~  
~~XXXXXXXXXXXX~~

This contract number MUST appear on all invoices, B/L'S and correspondence.

Direct all invoices and correspondence to the above address

Orig	Delivery	F.O.B.	Terms	Contract No
10-78	week of 1-09-78	Our plant, Dallas	Net 30 days from date of receipt	D-1038 <b>01841</b> <del>XXXXXX</del>

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Duggan Industries, Inc.  
3901 S. Lamar  
Dallas, Texas 75222

Ship To

N L Industries, Inc.  
1000 Sargent Road  
Dallas, Texas 75222

Quantity	Material	Price	
prox. 10 Tons	Scrap Automotive Batteries	\$7.00 cwt.	

Remarks:

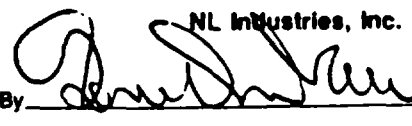
Confirmation: G. DuVall/L. Jarvill, 1-10-78

NOTE: OUR WEIGHTS AND ASSAY TO GOVERN SETTLEMENTS, UNLESS SHIPPER IS REPRESENTED BY A REPUTABLE LABORATORY IF MATERIAL IS NOT DELIVERED ON OR BEFORE SPECIFIED TIME, THE PURCHASER HAS THE PRIVILEGE OF CANCELLING THIS CONTRACT. ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, EMBARGOES, ACCIDENTS AND OTHER DELAYS BEYOND OUR CONTROL.

Accepted \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

NL Industries, Inc.  
By   
Gene DuVall



**Jerrold S. Brown**  
**Partner**  
DIRECT: 716-848-1473  
jbrown@hodgsonruss.com

One M&T Plaza, Suite 2000  
Buffalo, NY 14203-2391  
716-856-4000  
FAX: 716-849-0349

*Albany  
Boca Raton  
Buffalo  
New York  
Toronto  
Palm Beach Gardens*

April 26, 2001

Mr. Larry L. Johnson  
Associate Regional Counsel  
United States Environmental Protection Agency  
77 West Jackson Boulevard C-14J  
Chicago, IL 60604

Dear Mr. Johnson:

Re: NL Industries/Taracorp Site De Minimis  
Settlement

My firm represents LaSalle Steel Company, a De Minimis PRP at the NL Industries/Taracorp site. I have been advised by Mr. Dustin Ordway, common counsel to the NL Industries/Taracorp De Minimis Group, that the Environmental Protection Agency is in the final stages of preparing a De Minimis settlement and that any "challenges" to the proposed settlement amount that should be made directly to your office. The purpose of this letter is to make such a "challenge".

My client is listed on the transactional database for the NL/Taracorp site as "LA SALLE STEEL COMPANY". The iteration of the transactional database dated June 22, 1990 lists the total waste-in for my client as 582,769 pounds or 0.12398 percent of the total waste-in at the site. The only document supporting this listing is entitled "NL Industries Transactional Database Incoming Transactions List for La Salle Steel Company", also dated June 22, 1990, at page 1345. For your convenience, I have enclosed a copy of this page of the "incoming transactions list". As you will note, the list identifies several shipments of "lead dross". I am



April 26, 2001

Page 2

advised by my client that lead dross shipments would be consistent with the kinds of materials customarily recycled by La Salle Steel Company. The incoming transactions list also includes, however, a single listing of 400,000 pounds of "batteries (regular) & whole". This entry has no document identification number and is identified in the "document type" column only as "Taracorp Ledger".

I have been informed by my client that it is literally impossible for La Salle Steel Company to have ever used or processed 400,000 pounds of lead batteries. To the best of the company's knowledge, after an investigation and records review, it never shipped any batteries whatsoever to the NL Industries/Taracorp site. Moreover, La Salle Steel Company is in the steel manufacturing business and has never engaged in any business activity involving batteries. While the company may have used one or two batteries in a vehicle, it never used or possessed any batteries "in quantity", let alone the thousands or tens of thousands of batteries necessary to make up a single shipment of 400,000 pounds. This listing is mis-attributed to our client. Since the "Taracorp Ledger" from which this entry allegedly comes is not identified with a document number and has never been provided to us, the company cannot assist you in properly assigning this shipment, but is quite sure that this shipment could not have come from LaSalle Steel Company.

We would be happy to provide your office with an affidavit from LaSalle Steel Company indicating the type of business conducted by the company in 1980 and stating that the shipment of batteries listed in the transactional database would not have come from LaSalle. If you would like us to provide such an affidavit, or if there is any other type of analysis which would be helpful and support in this challenge, please let me know.

April 26, 2001

Page 3

La Salle Steel Company is very interested in participating in the De Minimis settlement based upon the "lead dross" transactions identified on page 1345 of the NL Industries Transactional Database dated June 22, 1990. It would be unfair, however, to request that the company participate on the basis of a shipment of whole batteries which it never processed and therefore could not have made.

Thank you very much for your consideration of this letter. If you require anything else in support of this request, please let me know.

Very truly yours,



Handwritten signature of Jerrold S. Brown in black ink, featuring a stylized 'J' and 'B'.

Jerrold S. Brown

/ajt

Enclosure

5/22/90

NL INDUSTRIES TRANSACTIONAL DATABASE  
INCOMING TRANSACTION(S) LIST FOR  
LA SALLE STEEL COMPANY

PAGE: 1345

TRANSACTION DATE	QUANTITY	UNIT TYPE	WASTE TYPE	DOCUMENT NUMBER	DOCUMENT TYPE
5/03/78	44000.00	POUNDS	LEAD DROSS	009400 7552	SETTLEMENT FOR MATERIALS MATERIAL RECEIVING REPORT
5/18/80	37820.00	POUNDS	LEAD DROSS	01612 74132	SETTLEMENT FOR MATERIALS INVOICE
		COMMENTS: 1) 104(E) RESPONSE			
5/05/80	400000.00	POUNDS	BATTERIES (REGULAR) & WHOLE		TARACORP LEDGER
		COMMENTS: 1) TARACORP			
5/13/80	38520.00	POUNDS	LEAD DROSS	01956	SETTLEMENT FOR MATERIALS CREDIT MEMORANDUM
		COMMENTS: 1) TARACORP			
5/04/80	30644.00	POUNDS	LEAD DROSS		TARACORP LEDGER
		COMMENTS: 1) TARACORP			
5/02/80	31785.00	POUNDS	LEAD DROSS		TARACORP LEDGER
		COMMENTS: 1) TARACORP			

12 8

REINHART | BOERNER | VAN DEUREN  
NORRIS & RIESELBACH, S.C.

ATTORNEYS AT LAW

March 28, 2001

Larry L. Johnson, Esq. (C-19J)  
U.S. EPA – Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

Dear Larry:

Re: *De Minimis* Settlement  
NL Industries/Taracorp Site

It has been many years since we have spoken. I believe we previously had a case together involving the City of Medford, Wisconsin.

In any event, I represent Salvage Battery & Lead Co. ("SB&L") with regard to the National Lead, Inc./Taracorp Superfund Site located in Granite City, Illinois. I am writing to respond to your letter of March 5, 2001 extending an opportunity to SB&L for a *de minimis* settlement.

My client insists that it has no physical connection of any kind to the Granite City site. The president of my client, Tony Pietroski, provided the enclosed receipts indicating that the only contact SB&L had with NL Industries, Inc. occurred in Minneapolis, Minnesota.

Specifically, Mr. Pietroski will testify that he personally delivered loads of material to the NL Industries, Inc. facility in St. Louis Park, Minnesota. He never delivered any loads to Granite City, Illinois.

Mr. Pietroski believes the mix-up that may have occurred relates to the fact that the NL Industries, Inc. headquarters were apparently located in Granite City and the payment SB&L received from NL Industries, Inc. was mailed from the Granite City facility. He therefore surmises that the fact that SB&L received payment for a certain number of pounds from a Granite City account mistakenly convinced someone that SB&L had actually hauled material to Granite City. That, in fact, is not the truth.

Larry L. Johnson, Esq.  
March 28, 2001  
Page 2

If you believe that information exists to the contrary, I would urge you to share it with me. My client insists that he has no connection to Granite City other than as the recipient of checks that were issued out of that office. He personally hauled the material to Minneapolis and is not aware of any connection between the Minneapolis facility and the Granite City facility in terms of any transshipment or other transfer.

Obviously, if my client is incorrect in his assumptions as to transshipments or transfers, he would have an interest in a *de minimis* settlement. To that end, I would ask you to provide me with any information which may correct the record as I have set forth herein.

I thank you for your consideration and look forward to hearing from you.

Yours very truly,



John M. Van Lieshout

MW\721801JMV:NML

Encs.

cc Mr. Tony Pietroski

**NORTHWESTERN METAL WORKS  
3645 HAMPSHIRE AVENUE SOUTH  
MINNEAPOLIS, MINNESOTA 55426**

DATE 8-20-77

PICK UP NO.

**RETURNED**

DATE SET

DATE UNLOADED

ORDER NO.

RECEIVED FROM

DEPT.

CAR INIT.

NO.

VIA

**FRT. CHGS.**

RECEIVING SLIP

## PIECES

**DESCRIPTION**

**WEIGHT**

**PRICE**

AMOUNT

DESCRIPTION	WE
Iron front letter plate	24
56740-2244c	Br 1-B

5

CH - 5405-100

• **Uarco Business Forms**

10 M 4

**NORTHWESTERN METAL WORKS**  
**3845 HAMPSHIRE AVENUE SOUTH**  
**MINNEAPOLIS, MINNESOTA 55426**

DATE 5-12-77

**PICK UP NO.**

**RETURNED**

DATE SET

DATE UNLOADED

ORDER NO.

RECEIVED FROM

DEPT.

CAR INIT.

NO.

VIA

FRT. CHGS.

RECEIVING SLIP

## PIECES

**DESCRIPTION**

WEIGHT

**PRICE**

AMOUNT

DESCR

5

55610-22510

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SUPPLIER'S COPY

SUPPLIER'S COPY

**NORTHWESTERN METAL WORKS  
3845 HAMPSHIRE AVENUE SOUTH  
MINNEAPOLIS, MINNESOTA 55426**

ST. L. PK. 14405

DATE \_\_\_\_\_

6/3/77

PICK UP NO.

**RETURNED**

DATE SET

DATE UNLOADED

ORDER NO.

9344

RECEIVED FROM

Schwabe Battery & Lead Co.

DEK

DEPT. 1-5

Mr. J. C. De

CAR INIT.

NO.

VIA

Der Herr

FRT. CHGS.

RECEIVING SLIP

PIECES	DESCRIPTION	WEIGHT	PRICE	AMOUNT
	Pliers, 8 inch	33660		
	56130 - 22470 5			
	Cabinet weight 3			

CH - 5405-100

### Large Business Forms

10 M 4

**NORTHWESTERN METAL WORKS**  
**3645 HAMPSHIRE AVENUE SOUTH**  
**MINNEAPOLIS, MINNESOTA 55426**

ST. L. PK. 74526

DATE \_\_\_\_\_

6/10/72

**PICK UP NO.**

**RETURNED**

DATE SET

DATE UNLOADED

ORDER NO.

11/14/19

RECEIVED FROM

John R. Butler & Son Co.

DEPT.

DEPT. \_\_\_\_\_

1947

CAR INIT.

NO

V1A

✓

FRT. CHGS.

RECEIVING SLIP

PIECES	DESCRIPTION	WEIGHT	PRICE	AMOUNT
	55'150 - 22 130	23.470		
	5			

SUPPLIER'S COPY

SUPPLIER'S COPY

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**NORTHWESTERN METAL WORKS  
3645 HAMPSHIRE AVENUE SOUTH  
MINNEAPOLIS, MINNESOTA 55426**

ST. L. PK. 74637

DATE \_\_\_\_\_

6/29/77

RETURNED

DATE SET

DATE UNLOADED

ORDER NO.

RECEIVED FROM

DEPT.

CAR INIT.

NO.

VL

FRT. CHGS.

## PIECES

### DESCRIPTION

WEIGHT

**PRICE**

AMOUNT

RECEIVING SLIP

SUPPLIER'S COPY

CH-5405-100

### 11. IFCO Business Forms

10 M 4-73

**NORTHWESTERN METAL WORKS  
3645 HAMPSHIRE AVENUE SOUTH  
MINNEAPOLIS, MINNESOTA 55426**

ST. J. PK. 74649

DATE \_\_\_\_\_

7/1/72

PICK UP NO.

RETURNED

DATE SET

DATE UNLOADED

ORDER NO.

RECEIVED FROM

DEPT.

CAR INIT.

NO.

MTA

FRT. CHGS.

## PIECES

### DESCRIPTION


WEIGHT

PRICE

AMOUNT

RECEIVING SLIP

SUPPLIER'S COPY



**NORTHWESTERN METAL WORKS**  
**3845 HAMPSHIRE AVENUE SOUTH**  
**MINNEAPOLIS, MINNESOTA 55426**

ST. L. PK. 74673

DATE \_\_\_\_\_

7/6/77

PICK UP NO.

RETURNED

DATE SET

DATE UNLOADED

ORDER NO. \_\_\_\_\_

RECEIVED FA

Salvage, Battery, & Lead Co.

DEPT

Pin 1-B

Wheat, Ohio

CAR INIT.

NO.

W. C. Black

FRT. CHGS.

RECEIVING SLIP

[illegible]

CH - 5405-100

### Uarco Business Forms

10 M

**NORTHWESTERN METAL WORKS  
3645 HAMPSHIRE AVENUE SOUTH  
MINNEAPOLIS, MINNESOTA 55426**

ST. L. PK. 74717

DATE \_\_\_\_\_

7/15/27

PICK UP NO.

RETURNED

DATE SET

DATE UNLOADED

ORDER NO.

RECEIVED FROM

Savage Battery & Lead Co.

DEPT.

Gen 1-B

*Dissect 11/11*

CAR INIT.

NO

under the

FRT CHGS

RECEIVING SLIP

PIECES	DESCRIPTION	WEIGHT	PRICE	AMOUNT
	Ptches & Spawns			
	Gross 56020	74 LBS		
	Tare <u>21510</u>			
	Net 34090			
(5)				

⑤

SUPPLIER'S COPY

SUPPLIER'S COPY

**NORTHWESTERN METAL WORKS  
3645 HAMPSHIRE AVENUE SOUTH  
MINNEAPOLIS, MINNESOTA 55426**

DATE 7-20-77

DATE UNLOADED

Salvage Battery & Lead Co.

Wiskot, Wisc.

**FRT. CHGS.**

**AMOUNT**

32 20

5

DK

CH - 5405-100

Uarco Business Forms

10 M 4-

**NORTHWESTERN METAL WORKS**  
**3645 HAMPSHIRE AVENUE SOUTH**  
**MINNEAPOLIS, MINNESOTA 55426**

DATE 7/22/77

DATE UNLOADED

Salvage Battery &amp; Lumber Co.

Miss Liza, 1892

FRT. CHGS.

AMOUNT

DESCRIPTION
Plate 1 - 1/2

Yards	55910
Long	22540
Net	33370

5

33	370
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SUPPLIER'S COPY

SUPPLIER'S COPY





# MATERIAL RECEIVING REPORT

**Taracorp**  
Industries

3645 Hampshire Avenue, South • St. Louis Park, Minnesota 55426

No. 001

DATE	IN: 11/15/80	OUT: 11/15/80
------	--------------	---------------

WEIGHT	
	Lbs. Gross
	Lbs. Tare
	Lbs. Net

RECEIVED FROM


TYPE	VENDOR NUMBER	CONVERSION CUST. ACCOUNT NO.
------	---------------	------------------------------

RECEIVED VIA RR <input type="checkbox"/> TRK <input type="checkbox"/>	DELIVERY RR OR TRUCK LINE	CAR NO	SEAL NO (S)	PRO. NO.	P.P.	COLLECT	AMOUNT \$
RECEIVED BY: [Signature]	WEIGHED BY		APPROVED BY			PARTIAL RECEIPT YES NO	
SHIPPER'S MARKING: 11/15/80 350			SHIPPER'S WEIGHT: 45,000 Net				

ITEM	MATERIAL CODE	BIN NO	NO OF PCS DRM PIGS ETC	MATERIAL DESCRIPTION	GROSS	TARE	NET	PRICE PER LB
1	1111	111	1	1111 1111	1111	27,150	1111	▲
2								▲
3								▲
4								▲
5								▲